

EXHIBIT 9

Mark Shafer - Employment Agreement

By signing electronically on the following screen, you are confirming that you acknowledge and understand the information on the orange link below.

Electronic Signature

First Name: Mark
Last Name: Shafer
Unique Username: mshafer
Signed On: 7/19/2018 at 4:24 PM

Contents of file attachment on following page(s):

PRMG

Paramount Residential
Mortgage Group, Inc.

EMPLOYMENT AGREEMENT

This Employment Agreement (the "Agreement") is made as of _____, 20__ by and between Paramount Residential Mortgage Group, Inc. ("Employer") and ("Employee"):

RECITALS

PRMG is engaged in the mortgage banking business and specifically in the origination, processing, selling and servicing of mortgage loans. Employee is willing to be employed by PRMG and PRMG is willing to employ Employee under the terms and conditions of this Agreement.

Now, therefore, in consideration of the mutual promises, PRMG and Employee covenant and agree as follows:

1. **EMPLOYMENT:** PRMG thereby offers to Employee and Employee accepts the following:

Employee shall at all times faithfully render all services that may be required pursuant to this Agreement and shall devote all time and energy necessary to perform the duties provided under this Agreement.

2. **Authority of Employee:** This Agreement and the relationship between PRMG and Employee is one of Employer-Employee, and shall not be construed to create in any manner or for any purpose a principal-agent relationship. Except as herein provided or in writing by Employee's supervisor, Employee has no authority to make commitments, approve credit, or otherwise bind employer in any manner.

3. **Scope of Duties:** Employee agrees to perform the duties or activities of the position for which Employee is employed in a manner that is reasonable and customary within the industry or as outlined in the attached Job Description (if applicable), which may be amended in writing from time to time. Except as specifically authorized in writing, Employee is not authorized to bind Employer in any matter, including interest rate guarantees and commitments to lend.

4. **Supervision:** The performance of Employee's duties shall be subject to the general supervision of Employer in all phases of Employee's work. Employee shall comply with all of Employer's rules and regulations, both written and verbal. Employee acknowledges reading and understanding the Employer's Employee Handbook and agrees to comply with the policies contained therein.

5. **Prohibition Against Competition by Employee:** Employee shall not engage or participate, directly or indirectly, in any business that is in competition with Employer. Employee shall not solicit business, including mortgage loans, for any other lender or engage in any other activity in violation of either the rules and regulations of the California Department of Real Estate, the California Department of Corporations, other applicable regulatory agencies, or the Employee Handbook.

- 6.1 **Records:** All books, letters, records or papers either printed or magnetic ("Documents") created pursuant to employee's employment at with Employer shall remain the sole and exclusive property of Employer and upon termination of this Agreement, Employee shall immediately deliver all such Documents to Employer and shall retain no copies or reproductions of such Documents. Employee acknowledges and agrees that the business opportunities and

relationships reflected in all such documents are the sole and exclusive property of Employer and that the obligations hereunder shall survive the termination of this Agreement. Employee shall not, after the termination of this Agreement, use to Employee's own advantage, or the advantage of any other person or entity, any information gained by or from the Documents or relationships of Employer.

- 6.2 **Referrals, Gifts & Gratuities:** Employee shall not accept any compensation, referral fees, gift or gratuity from any person or organization other than Employer with respect to the transaction of any business by Employee on behalf of Employer. Employee shall immediately notify Employer of the offer of any such compensation, gift or gratuity. Employee holds Employer harmless from any liability arising out of any such acts. Employee shall not refer borrowers to any other lender. (Loans may be brokered out only in compliance with PRMG policy). No employee, broker or borrower shall pay, allow or give or offer to pay, allow or give directly or indirectly, as inducement to other PRMG employee any fee, or provide any special favor or advantage or any monetary consideration or inducement whatsoever in exchange for preferential treatment in the fulfillment of a mortgage loan, which includes, but is not limited to: originating, secondary, processing, underwriting, quality control, docs or funding. Business practices constituting an unlawful inducement for preferential treatment may result in the initiation of disciplinary proceedings up to and including termination.

A VIOLATION OF AN EMPLOYEE'S OBLIGATION HEREUNDER MAY SUBJECT EMPLOYEE TO CRIMINAL LIABILITY UNDER STATE AND FEDERAL LAWS

7. **Trade Secrets:** Employee agrees that all information regarding Employer's past, present or potential future business and or business methods constitutes trade secrets of Employer. Employee agrees, for a period of two years after termination of this Agreement, not to induce or attempt to induce employees of Employer to terminate their employment with Employer or to solicit employees of Employer for other employment.
8. **Duties of Employer:** Employer agrees to provide Employee with office space, supervision and other support, as Employer deems necessary for performance of Employee's duties under this Agreement.
9. **Termination:** Employment may be terminated by Employee or Employer with or without cause, at any time upon giving written notice to the other party. Upon termination of employment under this Agreement, Employee shall deliver to Employer all supplies, office equipment and Documents, including a complete list of pending loan applications and loan transactions.
10. **Automobile:** If the duties performed by Employee require the regular use of an automobile, Employee shall regularly provide Employer with evidence of a valid driver's license and an Insurance policy declarations page evidencing coverage as required by state law.
11. **Conduct and licensing:** Employee agrees to abide by the Code of Ethics of the National Association of Realtors. Employees in positions requiring licensing shall remain continuously licensed as a real estate broker or salesperson as required under the laws of the State of California, including any requirements for continuing education. Employee acknowledges familiarity with federal, state and local laws and regulations covering the mortgage banking business, including but not limited to RESPA, Truth-In-Lending, Equal Credit Opportunity, Fair Housing and Predatory Lending. Employee may not work for any other lender or real estate broker. Employee agrees to keep current with and comply with all applicable federal and state laws and regulations.
12. **Indemnity:** Employee agrees to indemnify and hold Employer harmless against all claims or losses, including costs and attorneys' fees, arising from Employee's breach of or negligence in performing Employee's duties under this Agreement. In any legal action arising from this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs from the other party.

13. **Employee Benefits:** Employee shall be entitled to participate in medical, life and disability insurance programs, if any, offered by Employer to Employee and for which Employee is eligible. Employee's entitlement to benefits shall cease immediately upon termination of employment.
14. **Appraisal & Credit Report:** All appraisal and credit reports shall be ordered by authorized personnel only.
15. **Commissions:** Commissions are considered earned upon recording and completion of loan files in all respects.
16. **Documentation:** It is Employee's obligation to make sure that information and documentation received from any source is reliable and complete.
17. **Miscellaneous:** This Agreement is the complete and entire agreement between Employer and Employee and supersedes any prior written or oral agreement, with the exception of Employer's Loan Officer Agreement, Wholesale Account Executive Agreement, or Branch Manager Agreement, if applicable. The invalidity of any provision of this Agreement, in whole or in part, shall not affect the validity or enforceability of any other provision herein. The laws of California shall govern this Agreement. Failure by Employer to enforce any of the provisions in this Agreement in any instance shall not be construed as a waiver or relinquishment of Employer's right of enforcement.
18. **Modifications, Changes & Amendments:** The foregoing conditions of employment may be modified, changed or amended in writing, at any time by and in the sole discretion of Employer. Said changes shall become effective upon the date that Employer notifies Employee, either verbally or in writing, of any changes.